

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

PREMIER CAPITAL, LLC,

Case No. 03-CV-12497

COPY

Plaintiff(s),

vs.

BEVERLY JOHNSON PENZELL,

d/b/a, et al.,

Defendant(s),

-----)

DEPOSITION OF:

SUSAN IRENE NOE

On behalf of the Plaintiff

Examination of a witness beginning at 11:37 a.m. and concluding at 2:48 p.m. on Monday, September 24, 2007, taken at Freshman & Freshman, 9155 South Dadeland Boulevard, Miami, Florida, before LINDA COLUCCI, Reporter, Notary Public in and for the State of Florida at Large and Registered Professional Reporter.

APPEARANCES:

Thomas James Morrissey, Esquire, Suite 25, 164
Strathmore Road, Post Office Box 1336, Brookline
Massachusetts 02446, on behalf of the Plaintiff.

Joseph W. Corrigan, Esquire, of the firm of Posternak,
Blankstein & Lund, LLP, 800 Boylston Street, Boston,
Massachusetts 02199, on behalf of Defendant.

Steven A. Sussman, Esquire, Suite 400, 6 Beacon Street,
Boston, Massachusetts 02108, on behalf of
Counterclaimant.

ALSO PRESENT:

Richard Gleicher
Susan Penzell

I N D E X

EXAMINATION

Direct Examination by Mr. Morrissey 3

EXHIBITS

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REPORTER'S NOTE: Exhibits retained by Mr. Morrissey.

1 creditors meeting at the bankruptcy court, and I went in
2 to question the debtor, and Nick Maimonis had a whole
3 bunch of questions he wanted me to ask, and I asked
4 them; most of them, anyway.

5 **Q. So Premier made some contact with Mrs. Penzell?**

6 A. Yes; a lot.

7 **Q. When was your first contact directly with Premier**
8 **Capital?**

9 A. Some time after that.

10 **Q. Some time after what?**

11 A. After their initial contact with the Penzell law
12 firm.

13 **Q. And your understanding was that that was a**
14 **contact with Mrs. Penzell?**

15 A. Yes.

16 **Q. And that was essentially to notify Mrs. Penzell**
17 **that Premier had bought files?**

18 A. Well, yes, and that they wanted to know about the
19 -- my understanding was the background on the existing
20 files that the law firm had and, you know, what was the
21 status of them, what were they doing. These are all
22 files that had been no-asseted, so they had to be dug
23 out.

24 **Q. When you say a file was no-asseted, what do you**
25 **mean?**

1 A. That means that the bank deemed that they were
2 uncollectible, so they put them together and they sell
3 them to you.

4 **Q. Was the process of no-assetting a file, was that**
5 **something that you did?**

6 A. No. That's the bank determines whether -- we can
7 say we can do this, this, this and this, you know, or we
8 can wait on it for a while, maybe wait for a year or two
9 on a file see if something pops up, but a lot of times a
10 bank will call in and say look, we decided we're not
11 going to spend anymore money on this or whatever, close
12 it.

13 **Q. Did Bank of America communicate to the Penzell**
14 **law firm that a file was no-assetted?**

15 A. You know, I think by the time that I got there,
16 like I said, everything had already been done with Bank
17 of America. They were rolled up, pretty much. It was
18 only the stray file that would come in occasionally from
19 somebody that had a judgment, say a judgment that had
20 been determined uncollectible but we were the attorney
21 of record, so they would contact us to find out how much
22 the lien was.

23 **Q. Did you ever have any contact as inventory**
24 **attorney with Bank of America yourself?**

25 A. No.

1 Q. Was Premier a new client?

2 A. No.

3 Q. What was Premier, then?

4 A. That's a good question. You tell me.

5 Q. Unfortunately, I get to ask the questions. But
6 what was your understanding of --

7 A. Premier is just a third party who bought closed
8 assets, and we have no duty to them, they weren't a
9 client of Kris Penzell, they weren't a client of Victor
10 Rones and they weren't my client.

11 Q. Did you do legal work for Premier at any point in
12 time as inventory attorney?

13 A. I did work for Premier, only -- not for Premier,
14 but for the estate of Kris Penzell when Premier had a
15 judgment to go in there and see if I could get any money
16 because the estate was owed money under the purchase and
17 sale agreement.

18 MR. MORRISSEY: Can we take a break?

19 (Brief recess.)

20 MR. CORRIGAN: I think when we left we had a
21 brief opportunity to talk about the last line of
22 questioning. I think Susan wants an opportunity to
23 clarify her response, if that's all right. I think
24 she's entitled to do that.

25 Q. Yeah. Let me ask it this way. Ms. Noe, is there

1 anything relevant to our most recent line of questioning
2 you would like to clarify?

3 A. Right. The only thing that I had a duty under
4 the 1998 agreement is to protect existing clients. That
5 does not include Premier because they never hired me. I
6 never represented Premier.

7 Q. And for the sake of being as clear as we can
8 about this, when you refer to the 1998 agreement, and
9 I'll be happy to adopt that shorthand, you're referring
10 to an agreement dating from 1998 involving Mr. Penzell;
11 is that right?

12 A. Mr. Penzell and Bank of America.

13 Q. Not a loan sale agreement.

14 A. No, not the loan purchase and sale agreement.

15 MR. SUSSMAN: Just to keep the record clean,
16 can we just describe that as the fee agreement and the
17 other as the loan sale agreement?

18 Q. Let me show you this document, Ms. Noe, and ask
19 if you've seen that before.

20 A. Yes, I have.

21 Q. Can you identify that for the record?

22 A. For the record, this is a contingency fee
23 agreement dated the 23rd of December 1998 between
24 NationsBank and Kris Penzell. That appears to be his
25 signature on the end.

1 relationship?

2 A. I have no idea.

3 Q. But your understanding is there is a written
4 agreement out there somewhere between Bank of America
5 and the Penzell law firm?

6 A. Possibly.

7 Q. But you don't know.

8 A. I don't know.

9 Q. Do you know if there was a written agreement of
10 any kind between Premier and the Penzell law firm?

11 A. No, there's never been, not as long as I've been
12 inventory attorney.

13 Q. In looking over Exhibit 2, and if you'd need some
14 time to look through it, by all means do that. It's got
15 a number of pages to it. Did you as inventory attorney
16 at any time and for any entity perform work pursuant to
17 that agreement?

18 A. I don't remember. I don't think I did. The only
19 work that I ever did -- are you talking about
20 NationsBank or Bank of America?

21 Q. I'm talking about anybody.

22 A. Well, if it was this agreement, it would have to
23 be NationsBank, and do we know who NationsBank is?

24 Q. That was a question I had to you. Did you do any
25 work for NationsBank pursuant to that agreement as

1 Q. Redland Air Conditioning and Refrigeration, Inc.?

2 A. No.

3 Q. William E. Gerard?

4 A. No.

5 Q. Clifford Butler, Jr.?

6 A. No.

7 Q. Delma's Golden Needle?

8 A. No.

9 Q. James F. Ward?

10 A. Yes.

11 Q. What's your recollection with regard to James F.
12 Ward?

13 A. Nick Maimonis called and said you have to go --
14 first he called Bev and said you have to send a
15 representative. Bev says, I can't go, I'm not an
16 attorney. I think they wanted Victor to go. Then
17 Victor couldn't go, so Susan, you go. I said why do I
18 have to go for? They said well, you have to protect the
19 assets, they think there's money there and these people
20 are declaring bankruptcy and they're trying to write off
21 a bunch of assets. I said well, I'd go on behalf of the
22 estate and see if there's money there. Nick says why
23 don't you ask all these questions, and he called me the
24 night before and gave me a list of questions to ask
25 about some possible fraudulent conveyances that happened

1 A. The estate of Kris Penzell.

2 **Q. Not Premier.**

3 A. No.

4 MR. MORRISSEY: Mark this as the next
5 exhibit.

6 (Plaintiff's Exhibit No. 8 was marked for
7 identification.)

8 **Q. Have you seen the document marked as Exhibit 8**
9 **before?**

10 A. Absolutely.

11 **Q. Could you identify it for the record, please?**

12 A. This was a bunch of -- this was the so-called --
13 these were the files that you had and that we were doing
14 research on to see if there was any further work that
15 could be done on, what could be done, what was the
16 current status of the files, because we discussed --

17 **Q. If I could interrupt you, we'll get into the**
18 **substance of it, but just for the record, what is it?**
19 **Is there a fax cover sheet?**

20 A. Yes, there is.

21 **Q. And to whom is it addressed?**

22 A. Nick Maimonis.

23 **Q. And from whom?**

24 A. From Bev.

25 **Q. And does that fax cover sheet appear to pertain**

1 and enclose other documents as part of this exhibit?

2 A. Yeah.

3 Q. And what are they, just for the record?

4 A. Thirteen pages including the cover document.

5 Q. Is there a letter that follows that fax cover
6 sheet, again just for the record?

7 A. Yes, there is. There's a letter on the Kris
8 Penzell letterhead.

9 Q. And after the letter, are there any other
10 additional documents?

11 A. Yeah.

12 Q. And what generically is that?

13 A. These are all the files that y'all, when I say
14 y'all, Premier, bought and they wanted to try to collect
15 on them, they said we need to hire a lawyer in Florida
16 and had been going back and forth for some weeks. We
17 went in through all the files and said this is what
18 needs to be done so that if you guys want to hire us,
19 this is what needs to be done.

20 Q. Who prepared that document?

21 A. I believe we had a hire, a guy came in and did
22 it, a guy named Jose.

23 Q. Is Jose his first name?

24 A. Uh-huh.

25 Q. What's his last name?

1 **right?**

2 A. Right, right.

3 **Q. And who prepared the texts for each of these?**

4 A. That's me.

5 **Q. You wrote that.**

6 A. Right.

7 **Q. What was Mr. Tournon's involvement, if any?**

8 A. He did the research.

9 **Q. What research did that involve?**

10 A. We had to look in each file. We didn't know
11 anything about these files. Find out what had to be
12 done. He went and looked to see if there was any assets
13 we could go after, you know, if they were around. He's
14 very good at that.

15 **Q. Is he an inventory attorney?**

16 A. No.

17 **Q. Is he an attorney?**

18 A. No. He used to be a PI.

19 **Q. Was he a full-time employee of the Penzell law**
20 **firm at the time?**

21 A. No. At that time, no.

22 **Q. Was he hired specifically to do that task, to**
23 **your knowledge?**

24 A. Yes.

25 **Q. Did he engage in any other asset research**

1 **activity, if that characterizes his role, on any other**
2 **matters?**

3 A. Yeah. He would look up assets. We had a
4 program, he had a computer program, and he goes and
5 looks up the stuff. He's trained to do that kind of
6 stuff.

7 Q. In the case of the status reports that are
8 attached in part of that exhibit, as part of that, how
9 did it work as between Mr. Tournon's work and your work
10 in preparing the written summaries?

11 A. He gave me the information and I put it together.

12 Q. Did you review the work that he had done in that
13 regard?

14 A. Oh, absolutely.

15 Q. What review did you perform?

16 A. Well, he gave me what he found. You have a
17 computer program and you look up these things. He takes
18 the pages off and says -- like this guy says like here
19 professional licenses, this guy's got a commercial
20 pilot's license. That shows on the program.

21 Q. Which guy are you talking about?

22 A. Jack Hardee, Redland Air Conditioning. It shows
23 on the program that he's got a commercial pilot license
24 and he's an insurance broker, and he's got an SEC
25 license for NASDAQ or for the NASD. It shows all that

1 and done the work, but...

2 Q. Was it your hope to work for Premier in our own
3 individual capacity or as an inventory attorney?

4 A. As inventory attorney.

5 Q. But not in your individual capacity.

6 A. I really don't have a whole lot of clients like
7 this because I don't really like doing this, but it is
8 what it is.

9 Q. But your hope was that things could be arranged
10 such that Premier would send the Penzell law firm
11 business, correct?

12 A. Right.

13 Q. And once that occurred that you as inventory
14 attorney would work on Premier cases.

15 A. Right.

16 Q. Did that ever happen?

17 A. No.

18 Q. Why not?

19 A. Because they never sent -- they did send a
20 proposed retainer agreement, fee agreement, but it was
21 unacceptable, and they never sent -- they kept saying
22 well, what, you know, the terms, and they never sent
23 another retainer agreement.

24 Q. This document dated August 6th, 2002, that's been
25 marked as Exhibit 8 contains status reports which

1 **than Ward?**

2 MR. CORRIGAN: Objection. When you say
3 involving Premier Capital, what do you mean?

4 **Q. Any other matter other than Ward.**

5 A. If I did, I don't recall.

6 **Q. Did you bill for your time in connection with**
7 **your contribution to the status reports that are part of**
8 **Exhibit 8?**

9 A. I think we sent them a bill, and that included
10 all the costs because we had to pay Jose. When I say
11 we, the law firm. And we ended up paying out of our own
12 pocket because they never came up with any money.

13 **Q. What were those costs that were billed; do you**
14 **know?**

15 A. Whatever they say. There was like \$15. When you
16 do the searches, we have to pay a fee for them.

17 **Q. You're referring to various references to fees in**
18 **the status reports?**

19 A. Yes. These are national searches for 15 bucks,
20 and to file a judgment lien, they have to be filed in
21 Tallahassee, is 20 bucks. Here's another one that's
22 \$30. Just things like that.

23 **Q. Is it your understanding that Premier Capital**
24 **owes anyone any money in connection with your legal**
25 **services as inventory attorney?**

1 A. If you want to go down to the -- well, they owe
2 the estate, they don't owe me. They owe the estate for
3 anything that was paid to me or wasn't or wasn't paid,
4 like on the Ward matter.

5 **Q. Is there some written record of that?**

6 A. We went through a whole bunch of things and it
7 had fees added up, but I think we finally threw them
8 away when they wouldn't pay and I said it's not enough
9 money for me to worry about, it's not going to make a
10 change in my life.

11 **Q. So your recollection is Premier wasn't given that**
12 **information?**

13 A. Oh, they were given it. They ignored it.

14 **Q. In what form were they given that information?**

15 A. Well, this was the one on this money. I don't
16 think they were ever billed for the hourly fees.

17 **Q. I'm referring to your time providing legal**
18 **services.**

19 A. No, because it wasn't enough because I think
20 shortly thereafter is when we decided they weren't going
21 to send over a new retainer agreement and they wanted us
22 to do all this stuff and we weren't going to do it.
23 When I say we, the firm.

24 **Q. The law firm, Kris Penzell law firm.**

25 A. Yes.

1 A. No.

2 Q. Were you using that computer software in your own
3 practice that you identified earlier?

4 A. No, because that was for my private practice.
5 That wasn't for the Kris Penzell estate.

6 Q. How did you keep track of your time as inventory
7 attorney, then?

8 A. Oh, yes, I did, because I do it different. I
9 haven't used that in a couple of years, that form. Yes,
10 I did. I would write the name of the case and whatever
11 time and every six minutes, a tenth of an hour.

12 Q. At some point subsequent to the August 6, 2002,
13 date of the faxed status report marked as Exhibit 8, you
14 came to the conclusion that a written agreement was not
15 forthcoming.

16 A. That's correct.

17 Q. Between the Penzell law firm and Premier; is that
18 right?

19 A. That's correct.

20 Q. Once you formed that understanding, what, if
21 anything, did you do?

22 A. Nothing. I just didn't do anything else. You
23 understand, this status report was work that was sent to
24 Premier to say look, this is what you need to do, not
25 what I need to do, and they chose to do nothing, I chose

1 to do nothing.

2 Q. What happened to the matters referenced in the
3 status reports once you formed that conclusion?

4 A. What do you mean? What matters are you talking
5 about, those cases?

6 Q. Yes.

7 A. Those are not our cases. Those were Premier's
8 cases. Whatever they decided to do, they had to do what
9 they had to do.

10 Q. Well, your role, as I understand it, as inventory
11 attorney involved -- I think you put it as wrapping
12 things up, that was part of your function.

13 A. Correct.

14 Q. What, if anything, did you do to wrap things up
15 with Premier subsequent to your forming the
16 understanding that there ain't no agreement forthcoming
17 between Penzell law firm and Premier?

18 A. Well, because there was never an initial
19 agreement, so I had nothing to wrap up, so there was
20 nothing to do.

21 Q. What became of the matters referenced in Exhibit
22 8?

23 A. Not my problem.

24 Q. Whose problem was it?

25 A. Premier.

1 A. Because I didn't owe them any duty, for one
2 thing, because they weren't my client, they weren't
3 Kris's client, they were a prospective client, we said
4 send us a retainer agreement, the retainer agreement was
5 sent back, saying it wasn't what we wanted, and Bev
6 discussed with them what we wanted, and when it wasn't
7 forthcoming, you know what? I told Bev forget it, don't
8 deal with them anymore, we've got enough to handle here.

9 **Q. Did you ever convey that to Mr. Maimonis?**

10 A. No. I don't know if he was still working --
11 shortly after here I think is when he quit or faded off
12 into the sunset somewhere.

13 **Q. Did you ask Mrs. Penzell to convey that to Mr.**
14 **Maimonis you were not going to do any more work?**

15 MR. CORRIGAN: Objection to form. She never
16 testified about any work.

17 THE WITNESS: I haven't done any work.

18 **Q. Further work.**

19 MR. CORRIGAN: Objection.

20 **Q. I understand what you're saying.**

21 A. I didn't do any further work. I worked for the
22 estate of Kris Penzell. I was never retained, no fee
23 agreement was signed, it wasn't Kris's client, it wasn't
24 my client, it wasn't Victor's client.

25 **Q. Were those matters referenced in Exhibit 9 and**

1 A. You can ask me.

2 Q. Have you seen the document marked as Exhibit 11
3 before?

4 A. Yes, I have; not together, but separately.

5 Q. Could you identify it and inclusive of its
6 attachments, for the record?

7 A. It's a cover letter to Judge Farina asking for an
8 emergency motion for direction by the court because we
9 had at this time --

10 Q. Before we get into the substance, just
11 generically identify it.

12 A. Emergency motion for direction by the court.

13 Q. Are there exhibits to that?

14 MR. CORRIGAN: Filed by you, correct?

15 Q. Filed by me, correct?

16 A. Yes. Hoisington & Morrissey, a Professional
17 Association, a letter to me from you.

18 Q. From you being?

19 A. You being Tom Morrissey. Another letter on
20 letterhead of Kris E. Penzell and then the status
21 report.

22 Q. Which I believe may have been attached to my
23 letter, is that correct, as exhibits?

24 A. Yes. A copy of the original complaint against
25 Bev and the estate.

1 **Q. In the action that we're here on today; is that**
2 **correct?**

3 A. Yes. And the request for hearing, a special
4 setting.

5 **Q. Why did you file that motion, ma'am?**

6 A. Because Bev had received a phone call asking for
7 the files. Under Florida law, and I'm assuming we're
8 talking Florida law because these are Florida cases, we
9 are required to maintain the files for seven years.
10 What do you do when you give up files? When the file is
11 old on these bank cases, you make copies, the bank gets
12 the copy, we maintain the original. We asked direction
13 from the court what do we do now. They want the files.
14 This letter says that Bev has withheld the files and all
15 this. We have a duty to hold them, keep them together.

16 **Q. And your duty to hold them is a matter of the**
17 **Florida law that you referred to?**

18 A. Yes.

19 **Q. To keep files together for a period of seven**
20 **years?**

21 A. Right.

22 **Q. That contains a motion, correct, after the cover**
23 **letter?**

24 A. Yes.

25 **Q. And it has various numbered paragraphs, is that**

1 **right, the emergency motion?**

2 A. That's correct.

3 **Q. Directing your attention to paragraph 7 of the**
4 **motion.**

5 A. Mr. Penzell, as the attorney of record on the
6 above-styled cases, worked on a contingency fee basis.
7 However, because there was no completed collection on
8 these cases, there is an attorney's lien on each file by
9 Kris E. Penzell, PA.

10 **Q. Did you ever communicate to Premier that there**
11 **was an attorney's lien on any of those files?**

12 A. No. Didn't have to.

13 **Q. Why not?**

14 A. Because in the purchase and sale agreement you
15 stated or Premier stated, in it it states that you have,
16 and they cited whoever bought them, that they had
17 researched the files and they were aware of their duties
18 and so forth.

19 **Q. So as of the date of that motion, was it your**
20 **understanding that because there was an attorney's lien**
21 **on those files that the files could not be returned to**
22 **Premier?**

23 A. No. Any file in the state of Florida, we have a
24 duty under Florida law to keep them for seven years.

25 **Q. It had nothing to do with the attorney's lien?**

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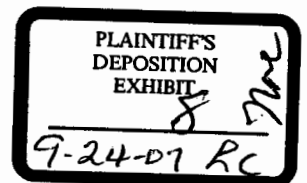
FACSIMILE COVER SHEET

TO: Nick Maimonis
COMPANY: Premier Capital LLC
FAX #: (978) 694-4890
FROM: Beverly Penzell
DATE: August 6, 2002
PAGES: Including this cover sheet - thirteen (13)
RE: Premier Capital, LLC Accounts

MESSAGE: Correspondence and status report attached.

If there are any problems with the transmission, please call
(305) 531-3000 and/or Fax #(305) 531-5175

This facsimile contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the addressees named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you receive this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the United States mail.



LKEP 00031

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FACSIMILE (305) 531-5175

August 6, 2002

Sent via Facsimile (978) 694-4890
and U. S. Mail

Nick Maimonis,
Premier Capital LLC
226 Lowell Street
Wilmington, MA 01887

Dear Nick:

Attached you will please find a status summary of the diligence afforded the Premier files forwarded to this office. The summary indicates a brief background of what we have found and what was done so far, including the date of the searches with number of pages, status of our in-house report with number of pages, what inquiry is in process, suggested immediate action, recording details and out of pocket expenses.

We have conducted a national search on each and every file over the past couple of months and methodically detailed the research and inquiry accomplished. Be advised that the initial searches, at a cost of \$15.00 each, reveal, where applicable, among other information, the following:

- A. Current addresses
- B. Driver's Licenses
- C. Vehicle ownership
- D. Real property ownership
- E. Corporate involvement
- F. Telephone numbers
- G. Bankruptcy
- H. Judgment liens
- I. Traffic infractions
- J. Worker's Comp claims

We use the above leads to verify, explore and research many other avenues of inquiry before suggesting expending the costs of scheduling depositions, subpoenaing records and attempting service of process. In most of the files we have prior research which has been used as a comparison.

LKEP 00032

Premier Capital LLC

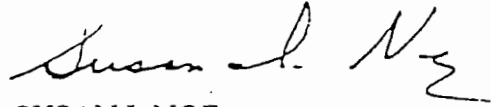
Page Two

August 6, 2002

Our normal course of business would be to bill you monthly for costs, including out-of-pocket, postage and photocopies at 25 cents a page as well as invoiced costs, supplying a copy of the attendant invoice. Our clients remit payment on these cost bills generally by return mail.

We are prepared to accept these cases upon these terms and would like an opportunity to discuss same with you upon your receipt and review of the enclosed status.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan I. Noe", written in dark ink.

SUSAN I. NOE

SIN:bj

Enclosure

Butler, Clifford Jr.

\$24,317.31

4/29/91

He curenly owns Opa Locka real property;

Vehicles: 2000 Ford Ranger, 1990 Lincoln Towncar

And possibly others in name of Clifford J Butler (no jr)

2 other vehicles under Clifford J. Butler or Diana

Crosby Assam: 2002 Chevy & 1997 Monte Carlo

These appear to be registered at his home address.

Was employed by Dade School Board 1993 - 1998 when he
resigned as materials handler. Appears he obtained loans on
basis of getting school board contracts which never came to
fruition.

National Search completed 6/27/02 \$15.00 (31 pages)

In house report (3 pages)

Suggested Action: Schedule deposition immediately;

Complete inquiries as to licenses,

Subpoena Homeside Lending Mortgage

Application

Record Assignment \$15.00

File Judgment Lien \$30.00

Cabanas, Carlos, Jr.

\$46,538.09

To be confirmed

\$25,075 (9/1/99)

Real property transferred to Wife in 1999 by Quit Claim Deed

Additional research needed to ascertain hidden assets, as well
as license inquiries due to his type of business.

Records production stops in May, 2000.

National Search completed 6/26/02 \$15.00 (34 pages)

In house report in progress (2+pages)

Suggested Action: Complete research; verify addresses;

Licenses inquiry;

Set deposition within 10-15 days

Record Assignment of Summary Final Judgment \$10.50

File Judgment Lien \$20.00

Chaka, Kiambu a/k/a Albert Jackson
Chaka, Idella, a/k/a Idella Jackson

\$159,458.72
8/2/87 Judgment

Comparison of current searches to 11/28/00 and 5/24/01
reveals further in-depth inquiry required; real property
at S W 263rd Terrace owned by Kiambu Chaka with
Delinquent taxes of \$5,332.43; Additional alias' noted;
1 vehicle registered to Kiambu; Judgment lien valid

National Searches completed 6/27/02 \$60.00 (40 pages)
In House report (3+pages)

Suggested Action: Schedule depositions immediately
Continue additional real property verification;
Inquire with family court files: verify addresses (7);
Licenses and corporate inquiry

Has Assignment been recorded?
Has Judgment Lien been filed?

Gipson, Lenear L.
Gipson, Sylvia F.

\$6,849.63
8/11/97 Judgment

Sylvia is registred agent and director of Active Fla corporation started 7/01
and address listed is personally co-owned; Verified gainful employment
with the US Postal Service, Confirmed \$42,635 annual base salary;
She owns 1984 Volvo, a Chevrolet and a Mercry; no BKC;
3 corporation searches; 1 Georgia real property;
1 Florida real property;
Confirmed that Lenear no longer employed by UPS;
2 vehicles registered in his name: no BKC; has a criminal record.

Sugested Action: Depositions strongly suggested immediately
Garnishment on her. \$137.00 filing fees

National Serarches completed 6/26/02 \$45.00 (70 pages)
In house report (4 pages)

Has Assignment been recorded?
Has Judgment lien been filed?

Grilla, Louis

\$12,862.75

Edelstein, Harold MK

3/31/87

Grilla. Years ago file indicates possible transfer of assets to Grilla's parents. Same address currently shows up on debtor Grilla's driver's license no, issued 2002 till 2008.(wrong address and incomplete Folio # given to bank years ago). Current owners: Giovanna Grilla and Maria Milian 12 corporate inquiries reveal no current activity; No Fla BKC records; Also years ago, garnishment for wages on Home Emergency Services
Edelstein. Possible death claim for him SSI 267-14-2591
 Dade Medical Examiner has no information on name this SSI
 Vital Records also denied any records, verbally.
 Some information as to Ruth using this social and a death claim
 More background research needed to be done

National Searches completed 7/15/02	\$30.00	(68 pages)
In house report		(7 pages)

Suggested Action: Set Grilla for Deposition immediately
 Research add'l leads on Edelstein

Has Assignment been recorded?

Has Judgment lien been filed?

Hardee, Jack

\$26,899.06

Redlands Air Conditioning

4/27/89 Judgment

Professional licenses searched: Commerical Pilot license with FAA, Insurance broker, Securities and Exchange license with NASD, Florida Mortgage Broker, Florida Real Estate Broker, retired US Air Force Colonel (may have bank account with USAA in Texas); No BKC filed; 6 real estate records checked, 2 satisfied judgment liens with MacDill Federal Credit Union in Hillsborough County, Real property in name of His wife and 2002 Ford in his and wife's name; 6 Corporation checks. Shining Star Productions:3 listed, 2 inactive-1 of which was Hardee, Other inactive a possible relative (Neil) showing as on Statewide Statewide Properties:RA &PTS dissolved 2000

National Search completed 6/26/02	\$15.00	(61 pages)
In-house report completed 7/24/02		(6 pages)

Suggested Action: Set deposition immediately;
 Do searches on Corporate FEINs & numerous address verifications

Record Assignment of Judgment	\$15.00
File Judgment Lien with Sec. State	\$20.00

Jeni L. Herman-Jayson

\$17,582.17

11/30/89 Judgment

She has altered the name she uses and has nothing in her name except co-ownership of real estate with husband; They sold Dade County Condo in 1996 and bought a Broward Home same time. Perhaps her change of name precluded lien revelation?

Suggested Action: Schedule deposition immediately.

National Searches completed 7/22/02

\$30.00

(47 pages)

In House report completed 7/21/02

(3 pages)

Has Assignment been recorded?

Has Lien been filed?

Kenworthy, Thomas

\$15,148.62

7/8/86 Judgment

He has been in jail and is no longer a member of the Florida Bar. On probation for 4 years, ending 1995, for fraud, grand theft, etc., Current security officer license; Since he's out of jail he may be working in some non professional role in legal work. No real estate found to date, 2 more checks to be done; 1986 deposition revealed no home ownership, rented; No stocks, bonds, mutuals, older autos no real value, Sailboat over financed. Home, numerous autos and 2 boats in name of Jr.;

National Search completed 6/27/02

\$15.00

(49 pages)

In house report

(7 pages)

Suggested Action: Schedule Deposition;
Pursue real estate inquiry

Has Assignment been recorded?

Has Judgment lien been filed?

Liroy, Antonio

\$54,437.24

10/24/88 judgment

This one is difficult as he has nearly disappeared. He has effectively transferred his ownership in corporations with occupational licenses that matched Beverage licenses. No Dade county real property ownership; no Fla BKC; No professional licenses; no criminal history; European Bakery, Inc. no licenses showing;

National Searches completed	6/26/02	\$30.00
In House report completed		(4 pages)

Suggested Action: Subpoena Beverage License records
Including financial data re: transfers;
Subpoena possible INS records

Record Assignment	\$15.00
File Judgment Lien	\$20.00

Mangue, Michael B. individually
& as Trustee, Supernet Online, Inc.

\$51,239.39

12/19/00

We obtained this judgment by serving through Publication as his listed address was foreclosed on; 2 alternate possible Addresses were unsuccessful. Current national search matches Exactly the 6/22/01 national search we conducted. Debtor Appears to have effectively relocated. More research will Need to be done.

National Search completed 7/11/02	(11 pages)
In house report	(5 pages)

Suggested Action: Additional inquiry before any action

Has Assignment been recorded?
Has Judgment lien been filed?

Mazon, Domingo	\$130,612.49
Mazon, Maria	6/18/89 Judgment
M & R Laztin American, Inc.	

After BKC, wherein this debt survived due to fraud,
Domingo Mazon took title 5/26/99 to a 1989 Cadillac
And Maria C. Mazon appears to have purchased
Residence at 158th Avenue 9/2000. Searches on 9
remaining potential real properties in progress as
well as 9 corporate leads, however inactive

National Searches completed 6/26/02	\$30.00	(50 pages)
In House report in progress		(4+pages)

Suggested Action: Set depositions immediately
Complete diligence on properties,
a/k/a names for both debtors;

Has Assignment been recorded?
Has Judgment Lien been filed?

Martinez, Hiram	\$86,072.45
	2/20/87 Judgment

Not much indicated upon file review,
1987 deposition indicated unemployed
and severe financial losses & foreclosure;
1986 financial statement idicated net worth
of \$3.7 million, real property equity; Current
handicap parking permit, Possible INS records;
\$1,033 judgment lien, Dade County

National Search completed 6/26/02	\$15.00	(44 pages)
In house report		(3 pages)

Suggested Action: Schedule deposition immediately.
Complete inquiry as to real property,
Licenses, and inactive corporations
Need license inquiry
Property and corporation license

Assignment recorded?
Has Judgment Lien been filed?

Moreno, Cesar G.
Grove Enterprises, Inc.

\$79,874.11
7/25/00 Judgment

2 vehicles in his name registered in Davie address
Owned by relative who was a VP on one of Cesar's
Corporations, now inactive however:
Mo & D Trading is active, Cesar is RA& a Director
Other 2 directors' names have doctor occupationals
In Dade County, not sure if same; New York address;

National Searches completed 6/26/02	\$15.00	(26 pages)
In House report		(3+ pages)

Suggested Action: Set deposition immediately
Additional research on NY assets,
Florida property, licenses:
(Pull Hugo Moreno collection file from archives)

Record Assignment of Judgment	\$19.50
File Judgment Lien	\$25.00

Ramos, Richard
Ramdata Inc.

\$39,809.14
7/29/99 Judgment

Our only recourse seems to be that we pursue collection efforts
solely as to Ramdata, Inc. and its assets. He owns home which is
the last address shown on report and is the same address whereby
we were attempting to Serve a Rule to Show Cause just
before he filed for BKC; Active corporation with his and wife's
Addresses indicated, possible other corporation

National Searches completed 6/27/02	\$15.00	(35 pages)
In House report		(3+pages)

Suggested Action: Complete research on 6 real properties,
Verify corporate inquiries and licenses
Inquiry pertinent. Schedule
Deposition within 15 days

Has Assignment been recorded?
Has Judgment Lien been filed?

Rios, Ricardo
Rios, Ben

\$33,775.05
11/27/84 Judgment

On Rios, 10 possible property addresses to
Complete research on; 2 possible on Gross
No BKC on either in Florida, SS and name
License searches in process;
Death claim alert for Gross, no location,
Initial inquiry on this reveals no record locally.
1989 attempted service of process indicated Gross
Moved to Boca Raton after selling home.
Possible out of state property; No active corporate
Activity records on Rios or Gross so far

National Searches completed 6/27/02	\$45.00	(30 pages)
In House report in progress		(4+ pages)

Suggested Action: Complete research to determine if
Whereabouts can be determined
(Nearly 20 years on the judgment)

Has Assignment been recorded?
Has Judgment Lien been filed?

Wisteria Branch
Gerald, William E.

\$89,903.47
2/2/01 Judgment

Possible real property ownership of vacant lot in Florida
Louisiana Folio # obtained; numerous vehicles;
No Fla or Louisiana BKC on file; License inquiries
reveal no records as yet;

National Search completed 6/27/02	\$15.00	(32 pages)
In House report		(4 pages)

Suggested Action: Schedule deposition immediately
Research employment;
Obtain Louisiana property records;

Record Assignment	\$10.50
File Judgment Lien	\$20.00

Ward, James E.
Metropolitan Industries

\$61,593.26
10/23/88 Judgment

2 active corporations; Vasquez-Ward is RA and Pres. of Perfect Painters Group, Inc. (James Ward Not on officer/director list however address of Corporation is in care of him and his address); Perfect Painters Enterprises Inc., 5/3/01 incorporated With James Ward RA and President Ward's address; 1-2 vehicles; 2 real estate properties showing; criminal record. narcotics and trafficking; His tax returns for 1999 and 2000 require explanation on his part as wife taking in the income for painting businesses; No Fla BKC; life insurance and investments indicated..

National Search completed 6/27/02 \$15.00 (56 pages)
In House report (4+ pages)

Suggested Action: Schedule deposition immediately;
Determine if subpoenas appropriate;
6 additional property inquiries;
License and NY asset inquiries

Has Assignment been recorded?
Has Judgment Lien been filed?

West, Gary E.
West, Jennair A.

\$300,225.39
10/2/87 Judgment

7/15/2002 inquiry with Clerk of Court, Lehigh County, PA revealed Non Pros Judgment 1994 Against Gary West, no dollar amount, case active; No BKC in Florida nor Pennsylvania on either Def. Appear to use falsified addresses on Driver Licenses Jennair corporately active, also active notary license, vehicle in WPB: Nothing active on 15 corporate checks on Gary; Prior file research indicates huge debts and judgments already being formed at the time of funding of the loan. Appear to be back in West Palm Beach.

National Searches completed 7/1/202 \$30.00 (61 pages)
In house report (7 pages)

Suggested Action: Verify Addresses; Complete additional inquiry including possible developer Relationship in WPB

Has Assignment been recorded?
Has Judgment lien been filed?